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April 4, 2008

Ms. Taly Jolish
Assistant Regional Counsel
United States EPA, Region 9
75 Hawthorne Street (ORC-3)
San Francisco, CA 94105

RE: Weatherford's Confidential Assertion

Dear Ms. Jolish:

Weatherford International Ltd. ("Weatherford") received an Environmental Protection Agency ("EPA") "Request for Information Pursuant to CERCLA § 104(e); concerning the former Trico Industries Facility; Los Angeles County, California" (the "Request") dated June 26, 2007. Within the request the EPA indicated its method for designating information as confidential. Weatherford responded timely to the information request on August 16, 2007. In its response, Weatherford indicated that:

The contents of Responses to Questions # 2, 3 and Exhibits # 1, 2, 3, 4, 7, 9 are deemed to be confidential. This information is not available to the general public for disclosure and is only available to certain individuals within Respondent's organization on a "need to know" basis. The Respondent is restricted from publishing these materials pursuant to confidentiality provisions as provided in the materials. The contents of these exhibits are proprietary and privileged and could be harmful to Respondent's competitive position if disclosed to the general public. These materials contain sensitive information regarding Respondent's business holdings, asset market value, agreement terms and conditions, and acquisition costs. Respondent requests that the contents of the Responses and Exhibits remain confidential on a permanent basis.

This response complied with the instructions of the Request and its Enclosure A regarding the necessary terms to establish confidentiality. Weatherford addressed each of the six criteria established in 40 C.F.R. § 2.204(e) as referenced in the Request:

1. The portions of the information alleged to be entitled to confidential treatment;

2. The period of time for which confidential treatment is desired (e.g., until a certain date, until the occurrence of a specific event, or permanently)

3. Measures taken by you to guard against the undesired disclosure of information to others;

4. The extent to which the information has been disclosed to others, and the precautions taken in connection therewith;

5. Pertinent confidentiality determinations, if any, by EPA or other federal agencies, and a copy of such determinations or reference to them; and

6. Whether you assert that disclosure of the information would be likely to result in substantial harmful effects on your business' competitive position, and, if so, what those harmful effects would be, why they should be viewed as substantial, and an explanation of the causal relationship between disclosure and such harmful effects.

Furthermore, the documents were all marked "confidential" and submitted as required under directions set out in the Request.

Subsequently, the EPA informed Weatherford that a Freedom of Information Act ("FOIA") request was submitted for the information supplied by Weatherford in response to the Request. The EPA then requested clarification regarding the confidentiality claimed by Weatherford. Weatherford submitted clarification on March 18, 2008. On March 28, 2008 the EPA requested further clarification of Weatherford's confidentiality claim.

As Weatherford has previously indicated to the EPA, the specified information is commercial and/or financial information that is confidential and should not be disclosed to the public. Weatherford clearly established a basis for withholding the noted responses and attachments to its August 16, 2007 response from subsequent disclosure based on business confidentiality in the section entitled "Confidential Information." Weatherford respectfully reasserts its right to protection as stated in its August 16, 2007, and its March 18, 2008, responses and offers the following additional support.

Each item for which confidentiality is claimed will be addressed separately:

Response to Question 2: The narrative response to Question 2 should remain confidential. It may be true that the underlying corporate documents regarding the transactions are public documents, (see Response to Question #2 (A)(1), (A)(3) (last two lines beginning "On July 28, 2000"), (B)(1), (C)(1), (D)(1), (D)(3) (last three lines beginning "On October 28, 2000"), and (E)(1)), however, the timeline and succession of companies are not public information. To disclose this compiled information to

competitors at little or no cost is harmful to the respondent. Such information discloses the successorship of companies, as well as multiple variations of the respondent's existence that are not readily available to the competition. It would violate the principles behind the confidential business information ("CBI") exclusion under FOIA to release this information to the general public including competitors of the respondent. Specifically, this successor information is not readily available for competitors but was compiled in response to the EPA's Request. The respondent compiled this information in a manner conducive to easing the work of the EPA in interpreting the paperwork. To now release this timeline reduces the incentive of the respondents to CERCLA Section 104 requests to compile the information into an understandable form, it would increase the burden on the EPA and reduce the functionality of the CERCLA Section 104 process. Furthermore, to change the landscape of the business world and make information such as this readily available to competitors at little or no cost when the reciprocal information is not available to Weatherford substantial harms Weatherford's competitive position and violates the purpose of the CBI exception because competitors would then have knowledge of terms of negotiations and strategies in acquisition as well as key financial information of Weatherford. This material is and should remain confidential.

Response to Question 3: Only the second paragraph of the response to Question 3 is a public document. The remainder of the response contains information that is not considered public and should remain confidential. Furthermore, to the totality of the "Response to Question 3", to reveal this successor information violates the principles of the CBI exception. Each business has reasons for its acquisitions as well as for its methods and terms of acquisition, to reveal this information that is not readily, nor publicly, available to competitors causes substantial harm to Weatherford's competitive position.

Exhibit 1: Exhibit 1 is a Share Purchase Agreement. This agreement is not a public document, is not filed in any public records and is not disclosed to the public. This document is maintained by the legal department at Weatherford and is not disseminated to the members, employees, or agents of the business except on a need to know basis. When access to this document is necessary, an individual must coordinate with the legal department and substantiate their need to review the document before the document is released for that individual's review. This document is closely guarded because of the nature of its contents. The fact that this document contains the terms and conditions of acquisitions, financial statements, and reveal acquisition strategy to competitors is undeniable. Release of this information to competitors gives them a substantial bargaining advantage and substantially harms Weatherford's competitive position. This information is not available to Weatherford regarding its competitors and to change the face of the business field for others contradicts the purpose of the CBI exception to FOIA disclosures.

Exhibit 2: Exhibit 2 is not a public document, is not filed in any public records, and is not disclosed to the public. This document is maintained by the legal department at Weatherford and is not disseminated to the members, employees, or agents of the

business except on a need to know basis. When access to this document is necessary, an individual must coordinate with the legal department and substantiate their need to review the document before the document is released for that individual's review. This document is closely guarded because of the nature of its contents. This document contains terms of acquisition which would reveal purchasing and acquisition strategy to Weatherford's competitors. Release of this information to competitors gives them a substantial bargaining advantage and substantially harms Weatherford's competitive position. This information is not available to Weatherford regarding its competitors and to change the face of the business field for others contradicts the purpose of the confidential business exception to FOIA disclosures.

Exhibit 3: Exhibit 3 is an Asset Purchase Agreement ("Agreement"). This document is not a public document, is not filed in any public records, and is not disclosed to the public. This document is maintained by the legal department at Weatherford and is not disseminated to the members, employees, or agents of the business except on a need to know basis. When access to this document is necessary, an individual must coordinate with the legal department and substantiate their need to review the document before the document is released for that individual's review. This document is closely guarded because of the nature of its contents. Release of this information to competitors gives them a substantial bargaining advantage and substantially harms Weatherford's competitive position. This information is not available to Weatherford regarding its competitors and to change the face of the business field for others contradicts the purpose of the confidential business exception to FOIA disclosures.

Exhibit 4: Exhibit 4 is an Assignment and Assumption Agreement. This document is not a public document, is not filed in any public records, and is not disclosed to the public. This document is maintained by the legal department at Weatherford and is not disseminated to the members, employees, or agents of the business except on a need to know basis. When access to this document is necessary, an individual must coordinate with the legal department and substantiate their need to review the document before the document is released for that individual's review. This document is closely guarded because of the nature of its contents. This document contains the terms of acquisition which would reveal purchasing and acquisition strategy to Weatherford's competitors. Release of this information to competitors gives them a substantial bargaining advantage and substantially harms Weatherford's competitive position. This information is not available to Weatherford regarding its competitors and to change the face of the business field for others contradicts the purpose of the confidential business exception to FOIA disclosures. This is a clear indication of corporate history that is not otherwise readily or publicly accessible to and should not be revealed to Weatherford's competitors.

Exhibit 7: Exhibit 7 is an Asset Purchase Agreement. This document is not a public document, is not filed in any public records, and is not disclosed to the public. This document is maintained by the legal department at Weatherford and is not disseminated to the members, employees, or agents of the business except on a need to know basis. When access to this document is necessary, an individual must coordinate with the legal

department and substantiate their need to review the document before the document is released for that individual's review. This documents is closely guarded because of the nature of its contents. This document contains the terms of acquisition which would reveal purchasing and acquisition strategy to Weatherford's competitors. Release of this information to competitors gives them a substantial bargaining advantage and substantially harms Weatherford's competitive position. This information is not available to Weatherford regarding its competitors and to change the face of the business field for others contradicts the purpose of the confidential business exception to FOIA disclosures. Furthermore, section 7.8 of the Agreement includes a confidentiality provision including terms for preserving the confidentiality of information obtained in negotiations and execution of the agreement and provisions for ensuring that the parties' employees understand the importance of that confidentiality. This provision is a more definite indication of the intention of the parties to maintain the confidentiality of the information.

Exhibit 9: Exhibit 9 is a Stock Purchase Agreement. This document is not a public document, is not filed in any public records, and is not disclosed to the public. This document is maintained by the legal department at Weatherford and is not disseminated to the members, employees, or agents of the business except on a need to know basis. When access to this document is necessary, an individual must coordinate with the legal department and substantiate their need to review the document before the document is released for that individual's review. This document is closely guarded because of the nature of its contents. This document contains the terms of acquisition which would reveal purchasing and acquisition strategy to Weatherford's competitors. Release of this information to competitors gives them a substantial bargaining advantage and substantially harms Weatherford's competitive position. This information is not available to Weatherford regarding its competitors and to change the face of the business field for others contradicts the purpose of the confidential business exception to FOIA disclosures. Furthermore, section 10.2 is a confidentiality provision including terms for preserving the confidentiality of information obtained in negotiations and execution of the agreement and provisions for ensuring that the parties' employees understand the importance of that confidentiality. This provision is a more definite indication of the intention of the parties to maintain the confidentiality of the information.

It is the understanding of Weatherford that the other parties to each of these agreements have not disclosed the information in these documents publicly. The confidentiality of these materials was intended to be and should remain constant. The information contained in these materials is always relevant to competitors in that it reveals strategy and acquisition details that pertain not only to the particular transaction discussed but to Weatherford's overall business strategy. In a highly competitive acquisitions and mergers market, any revelation of this material substantially harms Weatherford's competitive position in acquiring companies and assets for which it is constantly competing.

Weatherford appreciates the EPA's attention to this matter and requests that the confidentiality of the above responses and documents be maintained. Preservation of this

information will further the purpose of the CBI exception to release of information under FOIA and avoid substantial competitive harm to Weatherford. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "David K. Morgan", written over the printed name.

David K. Morgan
Corporate Counsel